

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

Phoenix Licensing, L.L.C., an Arizona limited liability company, and LPL Licensing, L.L.C., a Delaware limited liability company;

Plaintiffs,

vs.

Aetna Inc., a Pennsylvania corporation; Aetna Life Insurance Company, a Connecticut corporation; Commerce Bancshares, Inc., a Delaware corporation; Commerce Bank, N.A., a national banking association; Cullen/Frost Bankers Inc., a Texas corporation; Frost National Bank, a national banking association; HSBC Finance Corporation, a Delaware corporation; HSBC Bank USA, N.A., a national banking association; HSBC Bank Nevada, N.A., a national banking association; HSBC Card Services, Inc., a Delaware corporation; HSBC Technology & Services, Inc.; a Delaware corporation; HSBC Credit Center, Inc., a Delaware corporation; Liberty Mutual Insurance Company, a Massachusetts corporation; MetLife, Inc., a Delaware corporation; Metropolitan Life Insurance Company, a New York corporation; MetLife Bank N.A., a national banking association; Metropolitan Property and Casualty Insurance Company, a Rhode Island corporation; Mutual of Omaha Insurance Company, a Nebraska corporation; United of Omaha Life Insurance Company, a Nebraska corporation; United World Life Insurance Company, a Nebraska corporation; Sovereign Bank, a federally chartered savings bank, UnitedHealth Group, Inc., a Minnesota corporation; United HealthCare Insurance Company, a Connecticut corporation; Golden Rule Insurance Company, an Illinois corporation; United Healthcare Services, Inc., a Minnesota corporation; a PacifiCare Health Systems LLC, a Delaware corporation;

Defendants.

CASE No. 2:11-cv-285-DF

Jury Trial Demanded

PROTECTIVE ORDER

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Pursuant to Federal Rule of Civil Procedure 26(c), Plaintiffs Phoenix Licensing L.L.C. and LPL Licensing L.L.C. (collectively, “LPL”) and Defendants Mutual of Omaha Insurance Company, United of Omaha Life Insurance Company, and United World Life Insurance Company (collectively, “Mutual”) agree to the entry of this Protective Order (the “Order”) to govern the production of LPL’s license and/ or settlement agreements (the “Agreements”) by LPL to Mutual.

IT IS ORDERED THAT:

1. Confidential Agreements. Upon a good faith belief that any of the Agreements sought in discovery by Mutual constitute or include confidential information of LPL or of any third party to whom LPL owes a duty of confidentiality, LPL may designate such Agreements “Confidential – Attorneys Eyes Only.”

2. Use and Disclosure of Agreements designated “Confidential – Attorneys Eyes Only.” Disclosure of Agreements designated as “Confidential – Attorneys Eyes Only” under this Order, and any and all contents of such Agreements, shall be limited to Mutual’s in-house counsel and Mutual’s outside counsel of record in this litigation. These Agreements and their contents shall not be used for any purposes whatsoever other than preparing for, conducting, and evaluating settlement of, this litigation.

IT IS SO ORDERED.